

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/01/1990		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Debitek, Inc.		06/26/1987	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Debitek, Inc.		
Street Address:	2115 Chapman Road		
Internal Address:	Suite 159		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37421		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1438530	DEBITEK	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6344		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404 962-6444		
Email:	cforlidas@millermartin.com		
Correspondent Name:	Charles W. Forlidas		
Address Line 1:	1000 Volunteer Bldg., 832 Georgia Ave.		
Address Line 2:	Attn: Trademark Paralegal		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	CWF - NEW DEBITEK CM#		
NAME OF SUBMITTER:	Charles W. Forlidas		

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Signature:	/Charles W. Forlidas/
Date:	02/26/2007
Total Attachments: 9 source=Agreement and Plan of Merger Debitek TN to Debitek DE#page1.tif source=Agreement and Plan of Merger Debitek TN to Debitek DE#page2.tif source=Agreement and Plan of Merger Debitek TN to Debitek DE#page3.tif source=Agreement and Plan of Merger Debitek TN to Debitek DE#page4.tif source=Agreement and Plan of Merger Debitek TN to Debitek DE#page5.tif source=Agreement and Plan of Merger Debitek TN to Debitek DE#page6.tif source=Agreement and Plan of Merger Debitek TN to Debitek DE#page7.tif source=Agreement and Plan of Merger Debitek TN to Debitek DE#page8.tif source=Agreement and Plan of Merger Debitek TN to Debitek DE#page9.tif	

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MAR 1 1990

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SECRETARY OF STATE

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DEBITEK, INC.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (hereinafter sometimes referred to as the "Agreement"), made and entered into as of this 26 day of June, 1987 by and between DEBITEK, INC., a Tennessee corporation ("Debitek") and the Directors thereof, and DI ACQUISITION CORP. ("DIAC") and the Directors thereof.

W I T N E S S E T H:

WHEREAS, DIAC is a corporation duly organized, existing in a good standing under the laws of the State of Delaware, with authority to issue One Million (1,000,000) shares of common stock, class A, of the par value of One Dollar (\$1.00) per share, and One Million (1,000,000) shares of common stock, class B, of the par value of One Dollar (\$1.00) per share, of which as of June 3, 1987 no shares were issued; and

WHEREAS, Debittek is a corporation duly organized, existing, and in good standing under the laws of the State of Tennessee, with authority to issue Ten Thousand (10,000) shares of common stock, no par value per share, of which as of June 3, 1987, there were issued and outstanding Four Thousand (4,000) shares; and

WHEREAS, the Board of Directors of each of said corporations has deemed it advisable that Debittek merge with and

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into DIAC, (which act hereinafter shall be referred to as the "Merger"), on the terms and subject to the conditions contained in a certain Acquisition Agreement of the corporations and certain shareholders of Debitek of the 12th day of June 1987 (hereinafter the "Acquisition Agreement"), and each of said Boards of Directors has by resolution duly approved and adopted this Agreement and Plan of Merger and with respect to Debitek, Inc. has duly resolved that the same be submitted to a vote of its Shareholders in accordance with the statutes of the state of Tennessee.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, provisions and covenants herein contained and the mutual benefits to be derived therefrom, the parties hereby covenant and agree as follows:

ARTICLE I

CORPORATE EXISTENCE, POWERS, AND LIABILITIES OF SURVIVING CORPORATION

A. Debitek shall be merged with and into DIAC on the terms and subject to the conditions, representations and warranties expressed in the Acquisition Agreement, and except insofar as it may be continued by statute, the separate existence of Debitek shall cease upon the Effective Date of the Merger, and thereupon Debitek and DIAC (which are sometimes referred to collectively herein as the "Constituent Corporations") shall become a single corporation, the name of which shall be Debitek,

Inc. The single corporate entity which shall survive the Merger, to wit DIAC, is sometimes hereinafter referred to as the "Surviving Corporation".

B. Upon the Effective Date of the Merger as hereinafter defined, all of the rights, privileges, powers, immunities and franchises of each of the Constituent Corporations, both of a public and private nature, and all property, real, personal and mixed and all debts due on whatever account, as well for stock subscriptions as all other choses or things in action, and every other interest belonging to either of the Constituent Corporations, shall be taken and deemed to be transferred to and shall be vested in the Surviving Corporation without further act or deed, and all such rights, privileges, powers, immunities and franchises, property, debts, choses or things in action, and all and every interest of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and all debts, liabilities, restrictions and duties of the respective Constituent Corporations shall henceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, restrictions and duties had been incurred or contracted by it, provided, however, that any such lien shall continue in effect only as to the property of the respective Constituent Corporation as to which the same is in effect on the Effective Date of the Merger. The Surviving

Corporation shall take steps as necessary to qualify as a foreign corporation in the State of Tennessee as of the Effective Date of Merger as set forth in Article II, and hereby appoints and designates CT Corporation System as its agent for service of process in such state.

C. The parties hereby agree, respectively, that they will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest or perfect in or confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, immunities, franchises and interest referred to in this Article I of this Agreement and Plan and otherwise to carry out the intent and purpose of this Agreement and Plan.

ARTICLE II

EFFECTIVE DATE OF MERGER

The "Effective Date of the Merger" shall be the time at which this Agreement is filed in the offices of the Secretary of State of Delaware and the Secretary of State of Tennessee. Such filings shall be made as soon as practicable after the requisite approvals of the Constituent Corporations at meetings to be called and held as provided for in the Acquisition Agreement, and upon satisfaction or waiver of the conditions set forth in the

Acquisition Agreement to the obligations of the Constituent Corporations.

ARTICLE III

CHARTER OF SURVIVING CORPORATION

The parties agree that no amendments or changes in the charter of the Surviving Corporation shall be effected by the act of Merger as set forth in this Agreement and Plan of Merger.

ARTICLE IV

DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

Upon the Effective Date of the Merger, the Officers and Directors of the Surviving Corporation shall be the same as immediately before the Effective Date of the Merger.

ARTICLE V

MANNER OF CONVERTING SHARES OF DEBITEK
INTO SHARES OF SURVIVING CORPORATION

Upon the Effective Date, the authorized shares of Stock of the Surviving Corporation shall be One Million (1,000,000) shares of Common Stock, Class A, and One Million (\$1,000,000) shares of Common Stock, Class B, all with par value of One Dollar (\$1.00) per share. The rights of the holders of Class A and Class B shares shall be identical, except that Class A shareholders shall have five (5) votes per share whereas Class B shareholders shall have one (1) vote per share. Upon the

Effective Date all of the shares of Stock of Debitek shall be cancelled and, upon surrender of the Certificate(s) therefor, the shareholders of Debitek shall receive one (1) share of Common Stock, Class B, of the Surviving Corporation for each share of Debitek held by them as of the Effective Date.

ARTICLE VI

TERMINATION OF THE AGREEMENT

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and the Merger abandoned prior to the Effective Date of the Merger only as follows:

A. By the mutual consent of the boards of directors of the Constituent Corporations.

B. By DIAC if, prior to the Effective Date of the Merger, the conditions set forth in Section 6.3 of the Acquisition Agreement shall not have been met.

C. By Debitek if, prior to the Effective Date of the Merger, the conditions set forth in Section 6.2 of the Acquisition Agreement shall not have been met.

D. By either party if the Merger has not become effective for any reason by June 30, 1987.

ARTICLE VII

EXECUTION

In order to facilitate the filing and recording of this Agreement, it has been executed in several counterparts, each of which, when so executed, shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Constituent Corporations, pursuant to and in conformity with the duly adopted resolutions of their respective boards of directors, have caused this Agreement and Plan of Merger to be executed in their respective corporate names and by their respective Chief Executive Officers.

DI ACQUISITION CORP.
(a Delaware corporation)

BY:

Michael A. Mill
President

ATTEST:
Asst.

[Signature]
Secretary

DEBITEK, INC. (a Tennessee
Corporation)

BY:

[Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF Wisconsin }
COUNTY OF Hamilton }

Personally appeared before me, a Notary Public, Harold A. Miller with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand, and seal of office, this 26th day of June, 1987.

Richard L. Linnora
Notary Public

My Commission Expires: 10-21-90

STATE OF Wisconsin }
COUNTY OF Hamilton }

Personally appeared before me, a Notary Public, W. E. Clarke with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, and seal of office, this 26th day of June, 1987.

Richard L. Linnora
Notary Public

My Commission Expires: 10-21-90

Certificate of Agreement of Merger of the "DEBITEK, INC."

a corporation organized and existing under the laws of the State of Tennessee
merging with and into the "DI ACQUISITION CORP."

a corporation organized and existing under the laws of the State of Delaware
under the name of "DEBITEK, INC."

as received and filed in this office the 1st day of March
A.D. 1990, at 3:30 o'clock P.M.

And I do hereby further certify that the aforesaid Corporation
shall be governed by the laws of the State of Delaware.